



CONTRACT AGREEMENT

BETWEEN THE

TOWN OF HAMILTON

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO:

LOCAL 2905: POLICE AND FIRE SIGNAL OPERATORS

JULY 01, 2011 - JUNE 30, 2014

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PREAMBLE

AGREEMENT by and between the Town of Hamilton, a municipal corporation located in Essex County, Massachusetts (herein called the "Town" or "Employer"), and Local 2905, Emergency Center Dispatchers, Council 93, AFSCME (herein called the "Union").

ARTICLE 2 - RECOGNITION

The employer recognizes the union as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all full time and regular part time (meaning employment by the Town for 20 or more hours per week regularly) non-supervisory Town Emergency Center and/or police dispatchers, excluding the Chief Dispatcher, all independent contractors, all managerial, confidential and casual employees and all other employees of the Town, pursuant to MCR 4034.

ARTICLE 3 - MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager and Department Heads or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Departments.

By way of example but not limitation, management retains the following rights:

- a) to determine the mission, budget and policy of the Departments;
- b) to determine the organization of the Departments, the number of employees, the work functions, and the technology of performing them;
- c) to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;

- d) to determine the methods, means and personnel by which the Departments' operations are to be carried;
- e) to manage and direct employees of the Departments;
- f) to maintain and improve orderly procedures and the efficiency of operations;
- g) to hire, promote and assign employees;
- h) to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- i) to determine the equipment to be used in the performance of duty;
- j) to determine the policies affecting the hiring, promotion, and retention of employees;
- k) to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- l) to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- m) to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- n) to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- o) to enforce existing rules and regulations for the governance of the Departments and to add to or modify such regulations as it deems appropriate;
- p) to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the Departments shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town

retains the right to make changes with prior consultation with the Union, and subject to fulfilling its impact bargaining obligation to bargain in good faith to agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 4 - DISCRIMINATION AND COERCION

4.1 Neither the Town nor the Union shall discriminate against any employee because of such employee's race, color, physical handicap, religion, sex, age or national origin.

4.2 There shall be no discrimination by foremen, superintendents or other agents of the Town against any employee because of such employee's activity or membership in the Union. The Town further agrees that there will be no discrimination against any employee for adherence to any provisions of this Agreement.

4.3 The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employees for such employee's non membership in the Union.

4.4 Reference in this contract to employee rights that are protected by state or federal laws are for information purposes and any complaint that the Town or any manager has violated an employee's or the union's rights must be brought as a complaint before the proper administrative agency or court and not as a grievance and shall not be subject to the grievance procedure.

ARTICLE 5 - CHECK OFF OF UNION DUES AND AGENCY FEE

5.1 Upon individual written authorization by an employee, the employer agrees to deduct from the employee's pay each week union dues as established under the union's constitution and by-laws and to transmit the sum so collected to the Treasurer of the Union at such address as the union may from time to time designate in writing to the Town Accountant by the tenth (10th) day of the following month, including a list of names of the persons who have had dues deducted. In addition, if an employee chooses not to become a member of the union, the Town with the employee's written consent agrees to deduct an agency service fee commensurate with the cost of collective bargaining and contract administration.

5.2 The individual written authorization by each employee shall be delivered to the employer on a card bearing the language shown on Appendix B.

5.3 The Union shall indemnify and save the employer harmless against any claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer for the purpose of complying with the above provisions of this article of the agreement or in reliance on any authorization furnished to the employer in connection therewith.

5.4 Agency Fee: Inherent in this agreement and made part of same in Chapter 1078, of the Acts of 1973, Section 12 and 17G and MGL Chapter 150E. In accordance with Chapter 1078 of the Acts of 1973, Sections 12 and 17G, each member of the bargaining unit as defined in Article 2 shall be required to pay on or after the 30th day of employment in the bargaining unit regardless of said bargaining unit member chooses to become a member of the union or not, a weekly agency service fee equal to the amount set from time to time by the union and is proportionally commensurate with the cost of collective bargaining and contract administration. Pursuant to this article and MGL Ch. 150E, Section 12, the Town agrees to deduct said Agency Fee from each weekly payment of salary and transmit the monies to the union including a list of names of the persons who have had the fee deducted. Appendix B.

ARTICLE 6 - NO STRIKE CLAUSE

6.1 The Union agrees that there shall be no strike of any kind whatsoever, including sympathy strike, slowdown, stoppage of work, sick out, sit in, interruptions or delays of work of any kind, or threat of said actions.

6.2 The Town may take disciplinary action, up to and including discharge, against an employee for violating any of the provisions of this article. Such action by the Town shall not be subject to the grievance and arbitration provisions of this Agreement, except as to the question of whether or not the employee, who has been disciplined in fact instigated, participated in or gave leadership to any prohibited activity.

6.3 No officer or representative of the Union shall authorize, instigate, aid or condone any of the activities set forth in Section 6.1 of this article.

6.4 In the event of any strike or work slowdown or stoppage, the Union will immediately (with or without request by the Town) take every reasonable action, including a public written statement advising the striking union members to return immediately to work and disavowing the strike in order to effect a cessation of such strike without delay.

ARTICLE 7 - STABILITY OF AGREEMENT

7.1 The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performances shall continue in full force and effect.

ARTICLE 8 - PROBATIONARY PERIOD

8.1 Any employee hired for a position in the bargaining unit shall be deemed to be on probation for a period of one year of continuous service. A probationary employee may be discharged in the sole discretion of the Town. Upon completion of the probationary period, an employee's seniority in the bargaining unit shall start retroactively to the first day of hire of the employee.

ARTICLE 9 - ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire agreement of the Town and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 An employee's grievance arising out of a claim of an alleged violation of the terms of this agreement shall be adjusted in accordance with the following procedure. The grievance procedure shall be confidential at all times, unless otherwise required by law.

Step 1. The union representative, with or without the aggrieved employee, shall promptly take up the grievance with the employee's immediate supervisor outside the bargaining unit within ten (10) working days (excluding Saturdays and Sundays and Holidays pursuant to Section 17 herein) of the occurrence of the matter giving rise to the grievance. The supervisor, within two (2) working days of receiving such notice, shall attempt to adjust the matter in an informal manner consistent with the supervisor's authority and responsibility.

Step 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within ten (10) working days of the conclusion of Step 1. The Department Head shall hear the grievance within ten (10) working days of receipt of the grievance and shall respond to the steward or representative in writing within ten (10) working days after the close of the hearing.

Step 3. If the grievance still remains unadjusted it may be promptly presented by the Union representative to the Town Manager in writing within ten (10) working days of the completion of the procedures under Step 2 above. The Town Manager shall hold a hearing on the grievance within ten (10) working days of receipt of the written notice.

The Union and aggrieved employee shall prepare for presentation at the meeting a statement of the grievance, the facts and circumstances surrounding the occurrence of the grievance and the proposed resolution. The Town Manager will provide a written response within ten (10) working days after the conclusion of the hearing.

Step 4: If the grievance is still unsettled either party may within twenty (20) working days after the reply of the Town Manager request arbitration through the Massachusetts Department of Labor Relations (formerly the Board of Conciliation and Arbitration.)

Upon mutual agreement of the parties mediation services may be sought from the Massachusetts Department of Labor Relations in an attempt to resolve the grievance. Mediation is voluntary and either party may request that the grievance go directly to arbitration.

10.2 The decision of the arbitrator shall be final and binding upon the parties.

10.3 The expenses for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

10.4 In the case of a grievance, the function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detract from, any of the provisions of this Agreement or any applicable law, by-law or regulation.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 Discipline: Except as provided below, disciplinary action or measures shall not be the subject to the grievance procedure after step 2 under this Agreement. Suspension and discharge shall be subject to the grievance procedure through Step 3. Except as provided below, such disciplinary action or measures shall include only the following: Oral Reprimand, Written Reprimand, Suspension (notice to be given in writing either prior to the suspension or within three (3) working days thereafter), or Discharge.

A demotion and/or transfer may be considered prior to a discharge. A demotion and/or transfer may be considered only in those cases dealing with poor work performance, violation of work rules or insubordination.

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee or insubordination. At the election of the employee, any disciplinary action or measure imposed upon employees may be processed as a grievance through the regular grievance procedure. The Town shall not discipline any employee without just cause. If the employer has reason to reprimand an employee, it shall be done in a manner to minimize embarrassment of the employee before other employees in public.

11.2 Discharge: The Town shall not discharge any employee without just cause. If, in any case, the Town believes there is just cause for discharge, the employee involved may be

suspended for three (3) days during which time a hearing will be held. During such suspension period, the employee shall receive paid administrative leave pending the outcome of the hearing. The employee and a Union representative will be notified in writing that the employee has been suspended and is subject to discharge.

ARTICLE 12 - SENIORITY, JOB POSTING, RECALL AND BIDDING

12.1 The seniority of an employee under this Agreement shall consist of continuous and uninterrupted length of service in the employ of the Town in the bargaining unit from the most recent date of hire of such employee.

On November 1 and May 1, the Department Head shall post on the board, a shift list which shall remain posted for a ten day period. Shift selection shall be made by seniority. Beginning on the above dates, the senior employee shall have two on duty days to select his preferred shift. Thereafter, the next senior employee shall have two on-duty days to select his shift. This will continue until all shifts are filled. The Department Head retains the right to reassign personnel for the good of the department and for the protections of the Towns. However, the reason for such reassignment shall be in writing, and the term thereof, if applicable.

12.2 When a position covered by this Agreement becomes vacant and the Town decides to fill the position, such vacancy shall be posted in a conspicuous location in the Town Hall, listing the range of pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) working days and the Town may elect to advertise the job in ways other than the posting in the Town Hall in order to seek qualified candidates outside of the Union membership. Bargaining unit members interested shall apply in writing within the seven (7) working day period. The Town will award the position to the most qualified applicant (whether or not a member of the bargaining unit) based upon the past work performance, skills and abilities in each case of the potential applicants (determined in the sole discretion of the Town). In evaluating candidates, the Town will give due regard to qualified candidates from within the bargaining unit as of the time of hiring for the vacant position. A successful applicant selected from within the bargaining unit shall be given a trial and training period of at least thirty (30) days in the new position at the applicable rate of pay.

12.3 If the department head determines that the bargaining unit member selected is not qualified or cannot acquire the necessary additional skills within a reasonable period of time, and terminates the trial and training period, the bargaining unit member selected shall be returned to the old position and rate within the thirty (30) day trial and training period.

12.4 A copy of the posting shall be sent by the Town to the last known address of any bargaining unit employee under this Agreement laid off from Town service within six (6) months prior to the date of the posting. It is the responsibility of bargaining unit employees to inform and update, as appropriate, their immediate supervisor of their current address, whether before or after lay off from Town service.

ARTICLE 13 - HOURS OF WORK, PAY AND STEP INCREASES

13.1 Emergency Center dispatchers will work a "4/2" schedule. Under the 4/2 schedule, each full time employee shall work four (4) consecutive days and then receive two (2) consecutive days off. Within each six (6) week period the work cycle for the 4/2 schedule shall be completed. Hours of work and/or work schedules will not be changed unless the Town Manager provides no less than 14 day's notice to the union and affected employee(s) and, if a timely request is made, negotiates to agreement or impasse as required by law before implementing such change.

13.2 Hours of work may be changed in case of emergency. With respect to a temporary change in hours of work, the Department Head shall provide at least five (5) working days notice to the Union and the affected employee(s) or with respect to any other change in hours of work, the Department Head and the affected employee(s) agree. Nothing herein will prevent the Department Head or employee from arranging for mutually agreeable "flex time".

13.3 No hours of work will be changed for the sole purpose of avoiding the payment of overtime.

13.4 Hours of Work and Differential.

ECO Dispatchers are currently assigned to duty according to the following shifts:

7 a.m. – 3 p.m.	Day Shift
11 a.m. – 7 p.m.	Impact Shift
3 p.m. – 11 p.m.	Evening Shift
11 p.m. – 7 a.m.	Night Shift
2 days, 2 midnights	Split Shift

Each shift constitutes one workday under the 4/2 schedule.

The full-time *impact* shift employee shall fill a vacationing employee's shift at the request of the Department Head. The *impact* shift employee must be given four (4) weeks notice prior to the change in schedule. The *impact* shift employee will fill vacations only when another full-time employee takes a full rotation off of work. A full rotation consists of four consecutive work days.

Shift Differential shall be paid to the employee regularly assigned to the Evening shift or Midnight shift. The employee regularly assigned to the Split shift (2 days, 2 midnights) will receive differential for the midnights (s)he is regularly scheduled to work. Said shift differential is to be included when sick leave and vacation time is used by the employee regularly assigned to the Evening or Midnight shift.

Employees regularly assigned to the Evening or Midnight shift will not receive shift differential pay in their Workers Compensations pay. Employees working overtime shifts on Evening or Midnight shifts will not receive shift differential pay. The buyback of sick, vacation, and

compensatory time pay will not include shift differential pay. Sick and Vacation leave donated to individuals will not include and vacation leave donated to individuals will not include shift differential when paid out. Shift differential shall not be included in the base rate of pay to compute overtime, holiday pay and injured-on-duty pay, but shall be considered regular compensation for retirement/pension purposes.

A full-time employee working a full 8-hour evening shift shall be paid in addition to the basic rate of pay (shown in Appendix A), 5% of the basic rate.

A full-time employee working a full 8-hour night shift shall be paid in addition to the basic rate of pay (shown in Appendix A), 7% of the basic rate.

The shift differential shall not be included in the base rate of pay for purposes of computing overtime, vacation pay, holiday pay, sick-leave pay, sick leave buy-back, personal day pay, jury duty pay, or bereavement leave pay, but shall be considered regular compensation for retirement/pension purposes.

When an hourly or daily pay rate is needed for purposes of computing overtime, leave balances, partial days, etc. it shall be computed as follows:

$$\begin{array}{lcl} \text{Hourly Rate} & = & \text{weekly rate} \div 40 \text{ hours} \\ \text{Daily Rate} & = & \text{weekly rate} \div 5 \text{ days} \end{array}$$

13.5 Employees will be paid wages, step increases and stipends as shown in Appendix A, and where appropriate, will be paid evening/night differential as provided in 13.4 above. An experienced candidate with a minimum of three years full-time dispatch experience, or a minimum of five years part-time dispatch experience, may be hired at the Step 2 pay rate.

13.6 Longevity Bonus - Full-time bargaining unit employees will receive a longevity bonus to be paid in the same week as the anniversary of the employee's date of hire, as follows.

- A. For service of 5 to 10 years, an annual bonus of \$600 will be paid.
- B. For service of more than 10 years, an annual bonus of \$900 will be paid.

ARTICLE 14 - BREAK AND MEAL PERIODS

14.1 Current practice concerning meal periods shall continue without change unless the Town provides the Union with at least 14 days' notice and the opportunity to request good faith bargaining.

ARTICLE 15 - OVERTIME AND COMPENSATORY TIME

15.1 Overtime compensation shall be one and one-half times the hourly rate or hourly equivalent of the rate established by the pay schedule (Appendix A) attached to this Agreement.

Evening/night differential shall not be included in hourly equivalent for purposes of computing overtime. Upon the approval of the Department Head, all authorized hours worked in excess of the applicable weekly schedule of such employees shall be paid at the overtime rate for such employee.

Upon the mutual agreement of the Department Head and the employee, authorized work hours in excess of the applicable weekly schedule of such employee may be compensated by paid compensatory time off in accordance with the Fair Labor Standards Act.

Full time employees shall have the first refusal on all overtime. A record shall be kept, in the dispatch center, of the shifts worked and refused for equity purposes. Once the full time list is exhausted, the part time list will be called.

Compensatory time taken in the same pay week (Sunday - Saturday) in which it was earned shall be treated simply as a change in schedule and shall equal the extra hours worked in any days of that week, such that the total hours worked in the pay week do not exceed the regularly scheduled duty. (i.e., a one-for-one ratio of extra hours worked to comp time taken in the same pay week. For example, an employee works 3 hours extra on Tuesday and takes 3 paid hours off on Friday, with total on-duty hours for that week equaling the employee's regular full-time schedule.

Compensatory time taken after the pay week (Sunday - Saturday) in which it was earned shall equal 1.5 times the extra hours worked in that earlier pay week (i.e., a 1.5 to 1 ratio of comp time taken to extra hours worked). For example, an employee works 3 hours in excess of the regularly weekly schedule on Tuesday, September 10, and takes 4.5 paid hours off on Thursday, September 26.). Dispatchers may not accrue more than 60 hours of compensatory time. Not more than 40 hours of compensatory time may be carried over to the next fiscal year. Overtime worked beyond 80 hours can only be compensated by overtime pay.

In emergencies, or as the needs of service require, employees may be required to work. Once the call list, full and part time, has been exhausted, a full time employee will be advised he will report to work. The forced call list will be in reverse order of seniority. A record shall be kept, in the dispatch center of the shifts worked.

15.2 Overtime, so far as practical, shall be equally and impartially distributed among personnel in each department who ordinarily perform related work in the normal course of their work week. In the event of emergency situations when time is of the essence in executing the overtime job, such additional personnel as are deemed necessary by the Chief Dispatcher may be required to work overtime on an assigned basis.

Employees called to work on a scheduled day off or during his vacation or on a holiday, or after his regularly scheduled working hours, shall be paid on an overtime basis for all such time shall be guaranteed a minimum of three (3) hours overtime pay.

Any employee retained on duty by the Town at the expiration of his regularly scheduled shift, or any employee who is called to work before his regularly scheduled shift and continues to work

through his regularly scheduled shift, shall be paid one and one-half times his basic rate of pay for his actual overtime worked.

15.3 The Town shall keep records of the overtime actually worked and/or offered in each department and shall be available to the Union. A record of any compensatory time earned and/or compensatory time used by each employee shall be shown on employee's weekly time sheets.

15.4 No supervisory personnel shall regularly perform work otherwise regularly performed by bargaining unit employees so as to avoid overtime for bargaining unit employees.

ARTICLE 16 - HOLIDAYS

16.1 The Town recognizes the following holidays, which in each instance shall be the day determined as the legal holiday:

New Year's Day	Veterans Day
Presidents Day	Independence Day
Martin Luther King Day	Labor Day
Patriots Day	Thanksgiving Day
Columbus Day	Day after Thanksgiving
Memorial Day	Christmas Day

16.2 Designated Holidays.

Each employee in the bargaining unit shall be paid for such employee's regular scheduled workday, without working such hours, for each legal holiday that such employee works the scheduled day before the holiday and the scheduled day after the holiday except for appropriately scheduled sick time, vacation, personal days, bereavement leave or jury duty as may be approved in advance by the Town Manager. If a Department Head/Supervisor has approved a vacation, sick day, personal day, bereavement leave or jury duty on the day prior to or after a holiday, the requirement that the employee work a scheduled day before and/or after a holiday has been met. The absence from work on the day prior to or after a holiday must have the prior approval of the Department Head/Supervisor. In case it is necessary for any employee to perform official duties on the holiday, the employee will receive, in addition to holiday pay, the overtime rate of pay for hours actually worked on the holiday, per Section 15.1.

ARTICLE 17 - VACATIONS

17.1 General Requirements.

The department head shall schedule vacations in so far as possible by seniority but taking into consideration the necessity of operating his/her department properly and shall schedule over as wide a period as possible.

The Town is responsible to validate monthly the appropriate amount of vacation time authorized to each employee and advise the department head and Town Manager of any discrepancies.

Vacation shall not be cumulative and must be taken in the year it becomes due with the exception that vacation canceled by a department head due to an emergency or to offset a critical shortage of personnel in the department, and which have the approval of the Town Manager, shall be added to the vacation which said employee shall be eligible to receive in the year immediately following. Upon the approval by the Town Manager, the department head shall so inform the affected employee and adjust such employee's vacation records to reflect the approved carryover vacation.

Holidays shall not be counted as vacation days. An employee who has passed such employee's first 180 days of the probationary period but has not taken all of such employee's vacation and resigns, is discharged or is laid off, will be paid for vacation as earned and not yet taken. Vacation shall be scheduled by the Department Head in accordance with the needs of the department, taking into account the extent reasonably possible, and the vacation time requests of the employees. Bargaining unit members working less than full time shall be granted vacation leave on a pro rated basis.

17.2 Accrual Rate: Beginning July 1 of each year of employment, full-time Employees shall accrue vacation monthly at the following rate:

<u>Length of Service</u>	<u>Hours/Month</u>	<u>Annual Rate</u>
6 mos. – 1 year	3.33	40. hrs.
1 year- 4 years	6.67	80. hrs.
5 years – 9 years	10.00	120. hrs.
10 years – 14 years	13.33	160. hrs.
15 years	14.00	168. hrs.
16 years	14.67	176. hrs.
17 years	15.33	184. hrs.
18 years	16.00	192. hrs.
19 years	16.67	200 hrs.

ARTICLE 18 - SICK LEAVE

18.1 Subject to the conditions and limitations set forth below in this Article, all bargaining unit members who shall be absent on account of non-occupational personal illness or injury (not covered by Workers Compensation) shall be entitled to receive sick leave pay for each work day missed on account of such non-occupational illness or injury.

18.2 Non-Occupational Sick Leave

The granting of non-occupational sick leave and the payment of compensation to persons on non-occupational sick leave shall be subject to the following provisions:

- A. The head of each department shall investigate and ascertain the validity of any request for non-occupational sick leave made by a bargaining unit member in that department and shall approve the same if the department head is satisfied as to the validity of such request. A doctor's letter may be required by the department head or by the Town Manager in the case of non-occupational sick leave claimed hereunder.
- B. A bargaining unit member will accrue at the first pay period of each month non-occupational sick leave with full pay during the first year of employment at the rate of one-half ($\frac{1}{2}$) day (4 hours) for every month worked for a maximum of six (6) days (48 hours) per twelve (12) consecutive months worked. A bargaining unit member working less than full time will accrue non-occupational sick leave on a pro rated basis. Unused non-occupational sick leave during the first year shall not be accumulated.
- C. A bargaining unit member who has more than one (1) year service will accrue non-occupational sick leave with full pay for fifteen (15) days (120 hours) a year accruing at the first pay period of each month at the rate of one and one-quarter ($1\frac{1}{4}$) days (10 hours) per month worked up to a maximum accrual of fifteen (15) days (120 hours) per twelve (12) consecutive months worked. Any bargaining unit member working less than full time shall be granted non-occupational sick leave on a pro-rated basis. (Example: If an employee works 75% of full-time, the employee would earn 75% of 15 sick days per year (90 hours).) All unused authorized non-occupational sick leave may be accumulated to a maximum of one-hundred-fifty (150) days (1200 hours).
- D. Payment: Sick leave shall be paid at the employee's then current regular straight time rate of pay, as shown in Appendix A, but without duplication of payments made or required under workman's compensation or any other law. Evening or night differential shall be included for purposes of computing sick pay, (but shall not be included for injured-on-duty pay and sick leave buy-back.)
- E. Payment of non-occupational sick leave benefits under this section shall not be initiated until the claim thereto by the employee shall have been approved by the department head.
- F. Any dispute as to the eligibility of an employee for non-occupational sick leave payments or as to the amount of such payments may be taken to the Town Manager by the employee concerned or by the Town Accountant.

18.3 Sick leave buy-back:

Upon retirement. When an employee retires from Town service after the requisite years of qualified service, such employee shall be entitled to sick leave buy back at the following ratio and rate of pay. For 0 to 100 days of unused accumulated sick leave, twenty-five (25%) percent of the employee's rate of pay in effect at the time of separation for each day. For 100 to 150 days, fifty (50%) percent as calculated above. For the purposes of computing sick leave buy-back, evening/night differential shall not be included in pay rate.

ARTICLE 19 - PERSONAL DAYS

19.1 Subject to the discretion of the department head, bargaining unit members shall be entitled to be absent from work for up to three (3) days (24 hours) per fiscal year, prorated for less than full time work hours, without loss of their regular straight time pay as calculated under Sections 14.5 and 14.6 to attend to personal business. There will be no accumulation of these days.

19.2 Such absence shall be requested of the department head by the requesting employee not later than twenty-four (24) hours in advance of its occurrence except in emergency situations, which emergency situation shall require the employee to call the department head no less than one (1) hour prior to the start of such employee's work shift. The scheduling of such absence for personal business shall be at the reasonable discretion of the department head.

ARTICLE 20 - JURY DUTY

20.1 A bargaining unit member whose service in the capacity of a juror, makes it impossible or impractical to work the hours necessary to earn a normal weeks pay, may make application to the department head for the difference between jury duty pay received, and a normal weeks earnings. The Town agrees to pay such amount upon presentation of due proof by such bargaining unit member. Such bargaining unit member must present himself for work at his normal time and place of employment when not sitting upon a jury.

ARTICLE 21 - BEREAVEMENT LEAVE

21.1 Employees shall be entitled to five (5) days bereavement leave with pay for absence due to each death of their spouse/domestic partner or child(ren).

21.2 Employees shall be entitled to three (3) days bereavement leave with pay for absence due to each death of other "immediate family". "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, and a relative living in the employee's household.

ARTICLE 22 - FAMILY MEDICAL LEAVE

22.1 The Town will post a Notice of Employee Rights so that bargaining unit members are able to become aware of their rights under the Federal Family Medical Leave Act of 1993, as from time to time amended.

ARTICLE 23 - DRUG TESTING

23.1 Probationary Employees: Employees may be tested during the probationary period at such times as may be determined by management.

23.2 Absence from Duty. An employee who is absent from duty for more than twenty (20) continuous calendar days or thirty (30) calendar days in any one (1) year period on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested as a condition for returning to duty or at any time within the first month after his return to active duty.

23.3 Serious Incidents. An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.

23.4 Career Assignments. An employee may be tested as a condition of promotion and then annually thereafter while he holds the position.

23.5 Reasonable Suspicion. An employee may be tested after a determination by the Police Chief that there is reasonable suspicion to test the employee.

23.6 Random Testing. An employee may be tested at random for drug use, but not more often than two (2) times per calendar year.

Employees will execute a form acknowledging receipt of a copy of this drug testing article and agreeing to be bound thereby.

23.7 Procedures:

23.7.1 Urine samples or blood samples as specified by the Police Chief will be taken from an employee or a prospective employee according to directions provided by the testing facility.

23.7.2 The laboratory selected to conduct the analysis must be experienced and capable of quality controls documentation and chain of custody and must possess technical expertise and demonstrated proficiency in radio immunoassay testing.

23.7.3 The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician.

23.7.4 Test results will be made available upon request to the employee after they are made known to the Police Chief department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

23.7.5 The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. For urine and/or blood samples, the employee will be accompanied by an individual assigned by the Police Chief to supervise the taking of the sample to a collection facility. The employee will be assigned test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify appropriate documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

23.7.6 The employee to be tested will report to the police chief at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample.

23.7.7 The police chief will advise the testing facility as to the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which testing was requested.

The testing shall consist of an initial screening test, and, if that was positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

If the employee so requests in a timely fashion, a "split sample" of blood and urine will be collected and provided to an accredited testing facility under security procedures acceptable to the town's designated testing facility assuring procedural integrity and chain of custody. If the employee and/or the union have the split sample tested, the results will be made available to the Police Chief at the same time as to the employee and/or union.

23.7.8 Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

23.7.9 Prohibited Conduct:

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

23.7.10 Impairment by Prescription Medicine. An employee shall notify the chief when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Police Chief of the known side effects of such medication and the prescribed period of use. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

23.7.11 Zero Tolerance Policy. Violations of this policy will not be tolerated on or off duty and will subject employees to discharge.

ARTICLE 24 - LIGHT DUTY

24.1 An employee who is on leave without loss of pay status (i.e., sick leave) or on worker's compensation pursuant to the Massachusetts General Laws may, in the discretion of the Town, be required to perform limited duty on either a full-time or part-time basis, provided the Department Head, in such Department's reasonable discretion, determines that there is limited duty available to be performed by such employee and requests such employee to do so. Notwithstanding any provision in this Agreement to the contrary, including, but not limited to, those provisions relating to shift bidding and seniority, if any, the Department Head shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of this Article 24.

Light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employee's physical limitations.

ARTICLE 25 - AMERICANS WITH DISABILITIES ACT

25.1 As of July of 1992 all provisions of collective bargaining agreements must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Town shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced could subject both the Town and the Union to the penalty provisions of the ADA.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

26.1 Savings Clause: Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement and not stated shall remain in full force and effect.

26.2 Bulletin Boards: Announcements shall be posted on the bulletin boards where employees normally report for work.

26.3 Union Representatives: The name of the union steward and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the Town in writing of any changes.

ARTICLE 27 - HEALTH INSURANCE

Unless unavailable due to circumstances beyond the control of the Town, the Town will offer group health insurance coverage in accordance with M.G.L. c. 32B, as amended. Bargaining unit members electing and eligible for such coverage which qualifies as an HMO as of 7/1/92 and does not qualify as an indemnity coverage under M.G.L. c. 32B, as of 7/1/92 shall share the cost of the applicable premiums with the Town according to the following table.

Town Share	Employee Share
75%	25%

Where such group health insurance coverage is other than a qualifying HMO plan, and qualifies as of 7/1/92 as indemnity coverage under M.G.L. c. 32B, (including but not limited to Blue Care Elect), the bargaining unit members will pay 40% of the applicable premiums and the Town will pay 60% of the applicable premiums.

ARTICLE 28 - EFFECTIVE DATE AND TERMINATION

28.1 This agreement shall become effective as of July 1, 2011, and continue in full force and effect until June 30, 2014, inclusive. The terms of this Agreement shall not change during the life of this Agreement. The terms of this Agreement shall remain in effect until a new agreement is negotiated.

28.2 Changes: At such time either party to this Agreement wishes to inaugurate collective bargaining discussions for negotiations of a new contract effective after the term of this Agreement, the notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the other party. It is the intent of the parties to commence negotiations at least ninety (90) days before the termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek to arrange a meeting for the purpose of discussion and amicable agreement concerning the desired changes within thirty (30) days after such notice. Nothing in this article shall preclude the union or the employer from modifying during the course of such negotiations any proposals previously made.

28.3 Retroactivity: Cost of Living increases are retroactive to July 1, 2011 for all current active employees as of the date of signing this contract.

THIS AGREEMENT IS ENTERED INTO ON THE 9th October DAY OF ~~SEPTEMBER~~ 2012.

TOWN OF HAMILTON

FOR THE UNION, AFSCME
COUNCIL 93, AFL-CIO
LOCAL 2905, POLICE AND FIRE SIGNAL
OPERATORS UNIT

Michael Lombardo
Michael Lombardo, Town Manager

10/9/2012
DATED

[Signature]
Please Print Name:

[Signature]
Please Print Name:

[Signature]
Please Print Name:

[Signature]
Please Print Name:

[Signature]
Steve Lyons, AFSCME

10/09/12
DATED

APPENDIX A - WAGE TABLES (FULL-TIME EMPLOYEES)

See separate attachment to the email – table will be inserted in final document.

WEEKLY PAY RATE SCHEDULE

*For Evening-Night Differential Provisions, See Section 13.4 of Contract

Dispatchers who hold Emergency Medical Dispatcher Certifications shall receive an additional stipend of \$30.00 per week.

APPENDIX B - UNION DUES AUTHORIZATION CARD

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617 - 367-6000
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY:
(Name of Employee - Please Print)

TO:
(Name of Employer - Please Print)

Effective, I hereby request and authorize you to deduct from my
(Date)

earnings each the amount of \$. This amount shall be paid to the
(Payroll Period)

treasurer of AFSCME Local Union No. and represents payment of my Union Dues.
I further authorize any change in the amount to be deducted which is certified by the
above-named employee organization as a uniform change in its Union Dues structure.

This authorization shall remain in effect unless terminated by me upon sixty days
advance written notice to the Union and the Employer or upon termination of my
employment.

Date Signature

Street Home Tel. # (.....)

City State Zip


Dept/Div/Facility

Work Location

Job Title

Social Security # Job Code #

Unit # Employee Payroll #

F-100  73

APPENDIX A

7/1/2011 2%

Steps	I	II	III	IV	V	VI	VII
	Start	6 months	18 months	36 months	48 months	60 months	72 months
Dispatcher <i>(Weekly rates)</i>	625.60	663.20	702.80	744.80	774.40	805.20	837.60
Dispatcher <i>(Hourly rates)</i>	15.64	16.58	17.57	18.62	19.36	20.13	20.94
EMD Stipend <i>(Weekly rate)</i>	30.00						

7/1/2012 1%

Steps	I	II	III	IV	V	VI	VII
	Start	6 months	18 months	36 months	48 months	60 months	72 months
Dispatcher <i>(Weekly rates)</i>	632.00	670.00	710.40	753.20	783.20	814.40	846.80
Dispatcher <i>(Hourly rates)</i>	15.80	16.75	17.76	18.83	19.58	20.36	21.17
EMD Stipend <i>(Weekly rate)</i>	30.00						

1/1/2013 1%

Steps	I	II	III	IV	V	VI	VII
	Start	6 months	18 months	36 months	48 months	60 months	72 months
Dispatcher <i>(Weekly rates)</i>	638.40	676.80	717.60	760.80	791.20	822.80	855.60
Dispatcher <i>(Hourly rates)</i>	15.96	16.92	17.94	19.02	19.78	20.57	21.39
EMD Stipend <i>(Weekly rate)</i>	30.00						

7/1/2013 1%

Steps	I	II	III	IV	V	VI	VII
	Start	6 months	18 months	36 months	48 months	60 months	72 months
Dispatcher <i>(Weekly rates)</i>	644.80	683.60	724.80	768.40	799.20	831.20	864.40
Dispatcher <i>(Hourly rates)</i>	16.12	17.09	18.12	19.21	19.98	20.78	21.61
EMD Stipend <i>(Weekly rate)</i>	30.00						

1/1/2014 1%

Steps	I	II	III	IV	V	VI	VII
	Start	6 months	18 months	36 months	48 months	60 months	72 months
Dispatcher <i>(Weekly rates)</i>	651.20	690.40	732.00	776.00	807.20	839.60	873.20
Dispatcher <i>(Hourly rates)</i>	16.28	17.26	18.30	19.40	20.18	20.99	21.83
EMD Stipend <i>(Weekly rate)</i>	30.00						

The payroll uses an hourly rate. Weekly wages are for informational purposes only.

